

**WARRANTY, SETTLEMENT AND RELEASE AGREEMENT  
AND COVENANT NOT TO SUE**

This Warranty, Settlement and Release Agreement and Covenant Not to Sue ("Agreement") is entered into this 14<sup>th</sup> day of August, 2007 by and between General Motors Corporation and Delphi Corporation, collectively the "Parties."

**1. RECITALS**

**1.1 GM**

"GM" is General Motors Corporation and each of its affiliates, subsidiaries, and related entities, foreign and domestic.

**1.2 Delphi**

"Delphi" is Delphi Corporation and each of its affiliates, subsidiaries, and related entities, foreign and domestic.

**1.3 The [REDACTED] Claims**

The "[REDACTED] Claims" refer to those [REDACTED] warranty claims for the [REDACTED] for which GM sought compensation pursuant to its [REDACTED], as further described in the [REDACTED] between GM and Delphi dated [REDACTED] GM's [REDACTED] filed in the pending arbitration between the Parties pursuant to the [REDACTED] also dated [REDACTED] and GM's Proof of Claim ("GM's Proof of Claim") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") dated July 31, 2006. A copy of GM's Proof of Claim is incorporated by reference.

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**1.4 [REDACTED] Claims**

The [REDACTED] Claims pertain to failures to [REDACTED] primarily due to [REDACTED]s provided to Delphi by [REDACTED] that were installed into [REDACTED] used in the GM vehicles as described in GM's Proof of Claim.

**1.5 [REDACTED] Claims**

The [REDACTED] Claims pertain to failures to [REDACTED] used in GM vehicles as described in GM's Proof of Claim.

**1.6 [REDACTED] Claims**

The [REDACTED] Claims pertain to failures of the [REDACTED] located on the [REDACTED] of certain GM vehicles as described in GM's Proof of Claim.

**1.7 [REDACTED] Claims**

The [REDACTED] Claims pertain to failures of [REDACTED] provided to Delphi by [REDACTED] as described in GM's Proof of Claim.

**1.8 [REDACTED] Claims**

The [REDACTED] Claims pertain to the [REDACTED] for [REDACTED] which GM attributes to the Delphi-produced [REDACTED] model year [REDACTED] vehicles.

**1.9 Other Warranty Claims**

"Other Warranty Claims" shall include any warranty claim or issue relating to a Delphi supplied component or assembly for the model year and vehicles noted on Exhibit #01. Exhibit #01 contains a complete list of those claims for which GM asserts Delphi is

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financially or otherwise responsible in whole or in part, many of which are included and more fully described in GM's Proof of Claim.

**1.10 GM Representations**

The warranty and recall issues for which GM has determined as of June 4, 2007, that Delphi has responsibility are included in this Agreement and the attachments thereto. Due to the large number of components supplied by Delphi in the ordinary course of business, warranty and recall expense is incurred by GM that may be due in whole or in part to defects in components supplied by Delphi. Where excessive warranty expenses or recall expenses are incurred and GM believes there may be supplier responsibility for such warranty or recall expenses, GM's normal process is to actively investigate the issue and work with the supplier to determine the root cause of the issue and responsibility for the excessive warranty expenses or recall expenses. As of the date of this Agreement, the only issues with respect to a Delphi supplied component that are currently in GM's investigation process and for which Delphi may have responsibility, other than the claims settled by this Agreement, are (i) the [REDACTED] ar [REDACTED] GM [REDACTED] Delphi [REDACTED] s, and (ii) the [REDACTED] s in [REDACTED] 2006 [REDACTED] GM [REDACTED] s. GM's investigation of these issues ([REDACTED]) through its Field Performance Evaluation process is ongoing and GM has not yet determined if Delphi has any responsibility. Furthermore, GM has not deliberately withheld, delayed, and/or avoided including any warranty or recall expenses from the GM Field Performance Evaluation Process that GM determined may be in part the responsibility of Delphi.

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GM will update the representations in this Section 30 days prior to Delphi's emergence from bankruptcy, provided that Delphi in writing requests such an update at least 60 days prior to Delphi's emergence from bankruptcy.

The representations in this Section are not intended to foreclose GM from later investigating excessive warranty expenses or recall expenses associated with Delphi supplied components and, if it determines that Delphi has responsibility, GM may seek recovery from Delphi for any such expenses through its normal processes. This Section shall, however, foreclose GM from bringing a claim against Delphi if it is shown that on or before August 10, 2007, (i) GM did know about the claim, (ii) the amount of the claim then exceeded \$1 million, or GM then believed the claim would exceed \$1 million, (iii) the claim is then in GM's investigation process or GM determined that it should have been in GM's investigation process but excluded it from that process for the purpose of pursuing a claim against Delphi, and (iv) that GM then believed or reasonably should have believed that Delphi had some responsibility for the claim.

For purposes of this Section, GM's investigation process shall mean its Field Performance Evaluation Process and/or its Field Performance Evaluation Supplier Quality Department.

#### **1.11 Purpose of the Agreement**

The purposes of this Agreement are to resolve, compromise and/or settle all outstanding warranty claims and issues relating to a component or assembly supplied by Delphi to GM that (i) are listed in Section 1 of this Agreement and (ii) are required to be disclosed pursuant to Section 1.10 of this Agreement, that are not disclosed pursuant to Section 1.10 hereof ((i) and (ii) in this Section are referred to in this Agreement as the

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"Settled Claims"); and to enter into a Covenant Not to Sue or Assert a claim against Delphi with regard to the Settled Claims. Except as may be specifically set forth herein pertinent to breach of this Agreement, the further purpose of this Agreement is to foreclose any current, anticipated and/or potential assertion, litigation, arbitration or other contested proceedings relating to the claims settled by this Agreement.

## 2. HIERARCHY OF AGREEMENTS

The terms of this Agreement supersede and control of any previous agreement by the Parties relating to compromising warranty and/or recall claims for the matters covered by this Agreement; specifically,

- the [REDACTED] Claims
- [REDACTED] Claims
- [REDACTED] Claims
- [REDACTED] Claims
- [REDACTED] Claims
- [REDACTED] Claims and
- the 43 warranty claims identified in Exhibit #01.

All previous agreements entered into by the Parties relating to compromising warranty and/or recall claims not addressed by this Agreement remain in effect.

## 3. CONSIDERATION

In consideration of the promises and releases and Covenant Not to Sue or Assert contained in this Agreement, the receipt and adequacy of which are mutually acknowledged, the Parties agree as follows:

### 3.1 [REDACTED] Claims

Delphi shall pay to GM the sum of twenty-five million (\$25,000,000.00) dollars in full satisfaction of each and all of the [REDACTED]

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resulting from repairs made to vehicles that were submitted to GM for payment through June 4, 2007 as reflected in the GM warranty system.

3.1.1 With regard to any [REDACTED] Claims resulting from repairs made to vehicles as of or after June 5, 2007, the Parties agree that Delphi shall pay to GM one hundred seventy-five (\$175.00) dollars per repair claim for up to 107,000 [REDACTED] Claims. Delphi shall have no responsibility for payment of future [REDACTED] Claims under this Section 3.1 and Agreement in excess of 107,000 repair claims received by GM on or after June 5, 2007.

3.1.2 GM shall give Delphi notice of the number of [REDACTED] Claims received by GM quarterly, starting June 5, 2007, and continuing until GM has received 107,000 [REDACTED] Claims on and after June 5, 2007. The first quarter hereunder shall run from June 5, 2007 through September 30, 2007 and each quarter thereafter shall be a three month period, the first of which shall commence October 1, 2007. GM shall endeavor to provide the quarterly notices within 30 days of the end of each quarterly period. Delphi shall remit payment to GM within 30 days of receipt of each such quarterly notice. Delphi shall have the right to audit the claims made under this paragraph, and GM will provide Delphi access to the claims data in the GM warranty system necessary to audit the claims submitted by GM. As a result of the audit, should Delphi believe the dollar amount or number of claims submitted by GM is incorrect, representatives of the Parties with appropriate authority to resolve the dispute will meet and negotiate in good faith a resolution before the quarterly payment payable by Delphi under this paragraph.



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3.2.3 Delphi agrees to individually box and shrink wrap each [REDACTED] provided pursuant to this Agreement.

3.2.4 Delphi agrees to make each box described in paragraph 3.2.3 "ship to dealer" ready. This includes protective packaging, markings, and the appropriate GM part number as specified in GM Supply Power. At Delphi's option and cost, the "boxing" may be done at the Service Center.

3.2.5 Delphi agrees to deliver each [REDACTED] described in this Agreement, FOB to the Electronic Service Centers as designated by GM, or such other distribution center(s) that may reasonably be designated by GM.

3.2.6 The Parties agree that Delphi shall have the option, at its sole discretion, to provide new or re-manufactured [REDACTED] units in satisfaction of its obligations under this Agreement. During the period before Delphi is prepared to ship new [REDACTED] pursuant to this Agreement, at GM's election Delphi shall ship remanufactured [REDACTED] to the Electronic Service Centers in accordance with this Agreement. Delphi agrees that the price to GM for those new or re-manufactured [REDACTED] units shall be zero (\$0) dollars per unit for those provided under paragraph 3.2.1, and not to exceed eighty-three (\$83.00) dollar cost per unit agreed to in Paragraph 3.2.2., above.

3.2.7 Those new [REDACTED] to be provided pursuant to this Agreement will be manufactured in Mexico.

3.2.8 If GM requires the manufacture of the [REDACTED] Clusters in the United States, GM agrees that it will pay the per-unit difference in costs of manufacturing the [REDACTED] in the United States rather than Mexico ("Manufacturing Costs"). The



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difference in Manufacturing Costs is the difference in "all in" labor cost, manufacturing burden cost, material and freight costs, and any incremental investment (as measured by depreciation). The difference in Manufacturing Costs shall not exceed \$30 per unit for purposes of this Agreement. At GM's request, Delphi will provide to GM the difference in Manufacturing Costs prior to any movement of production, and in the case where GM and Delphi cannot agree on the difference in Manufacturing Costs, Delphi will have no obligation to meet GM's request to move the product to a United States manufacturing site. Delphi's obligation to provide the 1,100,000 free [REDACTED] to GM expires on January 1, 2014.

3.2.9 With regard to those [REDACTED] vehicles equipped with instrument clusters that incorporated Switec stepper motors (part numbers [REDACTED]), Delphi agrees to provide the bulbs and stepper motors at Delphi's variable cost, and the associated lenses at \$2.00 below the existing price currently charged to the Re-manufacturing Center. The Parties will identify the savings resulting from this paragraph and translate that into a per unit cluster price reduction by part number which will be provided to GM as specified in Section 3.2.12, below. In the event of a verified net increase in Delphi's variable cost of the [REDACTED] or both, Delphi may pass on these increases to GM.

3.2.10 The Parties agree that Delphi has, and retains, any right of action, in law, equity or otherwise, against [REDACTED] with regard to the [REDACTED] described in this Agreement. Delphi shall retain full control over the exercise and prosecution of any such rights, and shall be entitled to pursue such remedies as it sees fit,

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in any manner and/or forum it deems fit, in its sole and exclusive discretion. The Parties further agree that Delphi will share fifty (50%) percent of any gross recovery (e.g., money damages, parts, and discount on parts) it obtains from Switec with regard to any such right of action with GM except for free or discounted stepper motors Delphi receives from [REDACTED] on the [REDACTED] and [REDACTED] Delphi supplies to GM at cost. Further, the Parties acknowledge that the first priority will be to receive free [REDACTED] from [REDACTED] to meet GM's production requirements for [REDACTED]. [REDACTED] Delphi agrees to continue to keep GM reasonably informed regarding the progress of its discussions and any claim it may file against [REDACTED] relating to this Paragraph.

3.2.11 Delphi will continue to cooperate with and assist GM with technical assistance and any technology transfer reasonably required to enable [REDACTED] on GM vehicles equipped with [REDACTED] to be [REDACTED] at authorized GM dealerships.

3.2.12 Delphi will disclose to GM, exclusively to GM's Legal Staff, the per unit cost breakdown for [REDACTED] for GM to confirm Delphi's adherence with the Agreement. GM agrees that GM Legal Staff will keep the disclosed price break-down information confidential and not share or disclose this information to GM personnel from other GM units or groups, including but not limited to GM Purchasing or Engineering, or any third parties, except their outside counsel, if any, or financial consultants, accountants or auditors, as may be necessary for security and regulatory filings and so long as each person agrees to maintain the confidentiality of the information in accordance with this paragraph.

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**3.3 [REDACTED] Claims**

Delphi agrees to pay GM the amount of seven million five hundred thousand (\$7,500,000.00) dollars in full satisfaction of each and every one of the [REDACTED] Claims. The Parties confirm that Delphi has and shall retain any right of action, in law, equity or otherwise, against [REDACTED] FD; [REDACTED], [REDACTED]. Delphi shall retain full control over the exercise and prosecution of any such rights, and shall be entitled to pursue such remedies as it sees fit, in any manner and/or forum it deems fit, in its sole and exclusive discretion. The Parties further agree that Delphi shall share fifty (50%) percent of any gross recovery from [REDACTED] for such right of action with GM, but only to the extent that such gross recovery exceeds eight million (\$8,000,000.00) dollars. Delphi shall only be obligated to pay the 50% share of any gross cost recovery over eight million (\$8,000,000.00) dollars to GM upon receipt of payment(s) of the recovered amount from [REDACTED]. For example, should Delphi recover ten million (\$10,000,000.00) dollars as damages from [REDACTED] Delphi would pay GM one half of two million (\$2,000,000) dollars or one million (\$1,000,000.00) dollars from the recovery following Delphi's receipt of [REDACTED]'s payment. Delphi agrees to continue to keep GM reasonably informed regarding the progress of its discussions and any claim it may file against [REDACTED] relating to this Paragraph.

**3.4 [REDACTED] Claims, [REDACTED] Claims, and [REDACTED] Claims**

Delphi agrees to pay GM the amount of five hundred thousand (\$500,000.00) dollars in full satisfaction of each and every one of the [REDACTED] Claims, the [REDACTED] Claims, and the [REDACTED] Claims.

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**3.5 GM's Waiver of Contribution Claims and Rights Relating to the  
[REDACTED] Claims and [REDACTED] Claims.**

Through this Agreement, GM expressly waives any right it has, or may have in the future, for contribution from Delphi relating to the [REDACTED] Claims and [REDACTED] Claims, or the facts underlying those claims. If GM and Delphi are named in a case, and the case proceeds to trial, Delphi is free to assert all defenses, including those defenses adverse to GM. GM will take no affirmative acts or cooperate with any third party to sue, add, and/or join Delphi as part of any suit or action related to the claims in this paragraph.

**3.6 Other Warranty Claims**

Delphi shall pay to GM thirty-one million five hundred thousand (\$31,500,000.00) dollars in full satisfaction of each and every one of the Other Warranty Claims (Exhibit #01).

**4. RELEASE**

**4.1 GM's Release of Delphi**

For and in consideration of the provisions of this Agreement, including the consideration described in Section 3 of this Agreement, above, the adequacy of which are hereby acknowledged, GM, on behalf of itself and its predecessors in interest, subsidiaries, affiliates, parent corporations, divisions, partners, joint ventures, shareholders, agents, representatives, attorneys, employees, officers, directors, customers, executors, administrators, heirs, beneficiaries, successors, assigns and any and all other persons or entities acting or purporting to act on its behalf, does hereby fully and forever release, acquit, and discharge Delphi and its predecessors in interest, affiliates, subsidiaries, parent corporations, divisions, partners, joint-ventures, shareholders, agents,

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representatives, attorneys, employees, customers, executors, administrators, heirs, beneficiaries, successors, assigns and any and all other persons or entities acting or purporting to act in their behalf from any and all claims, actions, demands, obligations, and lawsuits of any kind or description whatsoever, and any compensation or damages whatsoever, including but not limited to incidental, consequential, compensatory and exemplary damages relating in any way to the Settled Claims or any and all claims, damages, actions, demands, obligations, and lawsuits that could have been brought related to the underlying subject matter of the Settled Claims. Affiliates and entities acting or purporting to act on GM's behalf shall be limited to affiliates and entities for which GM has management control.

#### **4.2 Delphi's Release of GM**

For and in consideration of the provisions of this Agreement, including the consideration described in Section 3 of this Agreement, above, the adequacy of which are hereby acknowledged, Delphi, on behalf of itself and its predecessors in interest, subsidiaries, affiliates, parent corporations, divisions, partners, joint ventures, shareholders, agents, representatives, attorneys, employees, officers, directors, customers, executors, administrators, heirs, beneficiaries, successors, assigns and any and all other persons or entities acting or purporting to act on its behalf, does hereby fully and forever release, acquit, and discharge GM and its predecessors in interest, affiliates, subsidiaries, parent corporations, divisions, partners, joint-ventures, shareholders, agents, representatives, attorneys, employees, customers, executors, administrators, heirs, beneficiaries, successors, assigns and any and all other persons or entities acting or purporting to act in their behalf from any and all claims, actions, demands, obligations,

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and lawsuits of any kind or description whatsoever, and any compensation or damages whatsoever, including but not limited to incidental, consequential, compensatory and exemplary damages relating in any way to the Settled Claims or any and all claims, damages, actions, demands, obligations, and lawsuits that could have been brought related to the underlying subject matter of the Settled Claims. Affiliates and entities acting or purporting to act on Delphi's behalf shall be limited to affiliates and entities for which Delphi has management control.

#### **4.3 GM's Proof of Claim**

Delphi has advised GM that upon entry of an order approving this Agreement, Delphi intends to instruct its claims agent to reduce the component relating to warranty claims contained in GM's Proof of Claim by \$530,081,671, which includes without limitation the personal injury claims resulting from tailgate cable fractures asserted in section VII(b) of GM's Proof of Claim, and expunge with prejudice the unliquidated component relating to warranty claims. GM has made no representations to Delphi's claims agent and is not making any representation to Delphi's claims agent in this Section. Nothing contained herein shall be construed to reduce any amounts to be paid to GM pursuant to the settlement agreement and/or restructuring agreement being negotiated between GM and Delphi; provided that GM shall not receive any further consideration, except as explicitly provided herein, on account of those warranty claims settled hereby.

#### **5. COVENANT NOT TO SUE**

Neither GM nor Delphi shall initiate any action, cause of action lawsuit, arbitration or any other activity in any court, administrative body or any other form of

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contested proceeding relating to any Settled Claims or the facts underlying such Settled Claims. Both GM and Delphi understand, acknowledge and agree that this Agreement and Covenant not to Assert or Sue may be pled by GM or Delphi as a complete defense to any claim or entitlement relating to in any way the Settled Claims or the facts underlying the Settled Claims.

**6. DISMISSAL OF [REDACTED]**

Upon execution of this Agreement, and following any order of the Bankruptcy Court that may be required under paragraph 7 hereof, the parties shall, through their respective attorneys, cause the [REDACTED] described in paragraph 1.3, above, to be immediately and permanently terminated with prejudice. This Agreement shall supersede and terminate the [REDACTED] entered into between the Parties.

**7. BANKRUPTCY PROCEEDINGS; NOTICE AND APPROVAL**

The Parties agree to work cooperatively to provide such notice, and to seek such approval, of the provisions of this Agreement as shall be required under the applicable United States bankruptcy laws, statutes and rules.

**8. PAYMENT**

Delphi shall pay the amounts due under Sections 3.1, 3.2, 3.3 and 3.4 on or before November 1, 2007, by wire transfer in accordance with instructions to be provided by GM; provided, however, that at Delphi's election Delphi may defer these payments until the time that it receives payments from GM, at or about the time of its emergence from bankruptcy, pursuant to the proposed comprehensive settlement agreement and/or the restructuring agreement to be entered into between Delphi and GM and that is expected

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to be incorporated into the plan of reorganization, and in the event of such a deferral GM shall set off these payments against the amounts then payable to Delphi by GM. In the event Delphi elects to defer these payments pursuant to this Section, interest shall run at the rate of 6% percent per annum on the payment from November 1, 2007 until paid by Delphi or set off against amounts payable by GM.

## **9. CONFIDENTIALITY**

Except as may be required by a valid order signed by a court of competent jurisdiction including, but not limited to, the United States Bankruptcy Court, or as necessary for accounting, auditing, tax preparation, securities law reporting purposes, and/or bankruptcy disclosure or approval purposes, including but not limited to, disclosure to Delphi's statutory committees, prospective plan inventors and/or the Bankruptcy Court, GM and Delphi shall not disclose, disseminate, reveal, or communicate to any third person or entity, in any manner directly or indirectly, any information concerning the negotiations resulting in this Agreement, the terms of this Agreement, or a copy of this Agreement. If asked by anyone to whom disclosure is not permitted about the resolution of the Settled Claims, or any of them, GM and Delphi shall state only that the dispute between them has been resolved to their mutual satisfaction. This paragraph shall not preclude disclosure to outside counsel for the Parties, provided that such outside counsel agree to maintain the confidentiality of this Agreement in accordance with this paragraph.

Notwithstanding anything set forth herein to the contrary, the Parties agree that a mutually acceptable redacted version of this Agreement, the Parties' acceptance of which shall not be unreasonably withheld, will be filed with the Bankruptcy Court for approval



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purposes. A complete copy of the Agreement shall be provided to the Bankruptcy Court, counsel to the plan investors, Delphi's post petition lenders, the statutory committees, and the United States Trustee, and shall be available to a third party upon request, provided that the requesting third party is affected by the Agreement and executes a confidentiality agreement acceptable to Delphi.

#### **10. APPROVALS OF SENIOR MANAGEMENT**

The Parties hereby represent and confirm, through their signatures below, that they have obtained all management approvals required to execute and enforce this Agreement. Delphi also represents and confirms that it has obtained approval from its Board of Directors to enter into this Agreement.

#### **11. BREACH OF THIS AGREEMENT**

##### **11.1 Notice Of Breach**

To the extent that either of the Parties believes the other to be in material breach of any provision of this Agreement, that Party shall give specific written notice of such breach to the other party within 30 days of discovery of such alleged breach. The responding parties shall have 30 days from receipt of the written notice within which to respond and/or cure any such alleged breach.

##### **11.2 Breach Of Any Particular Provision Of This Agreement Does Not . . . . . Void Entire Agreement.**

A breach of any particular provision set forth in this Agreement shall not constitute a breach of the entire Agreement and shall not serve to void any other provision of this Agreement.

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**12. NO ADMISSION OF LIABILITY**

The Parties acknowledge that this Agreement evidences the settlement of claims disputed both as to liability and as to amount, and that the foregoing consideration shall not be construed as an admission of responsibility or liability, as the same is now and always has been expressly denied by each Party.

**13. CHOICE OF LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. All actions brought, arising out of or related to this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain exclusive jurisdiction to determine any and all such actions. The Parties irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court). To the extent the Bankruptcy Court declines jurisdiction, the sole remedy for any alleged breach of this Agreement shall be to file suit in an appropriate Michigan State Court located in Oakland County, Michigan.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements between the Parties with respect to the subject matter of the Settled Claims.

**15. MODIFICATION**

This Agreement may not be amended, changed or modified in any way, except by a written instrument signed by all the parties.

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**16. BINDING NATURE**

This Agreement inures to the benefit of and binds the Parties and their respective successors and assigns.

**17. AUTHORIZATION**

Each party represents and warrants that (a) before executing this Agreement, it became fully informed of the terms, contents and conditions and effect of this Agreement; (b) no promise or representation of any kind has been made to it by the other party or by anyone acting on the other party's behalf except as expressly stated in this Agreement; (c) it has relied solely on its own judgment and the advice of counsel in executing this Agreement; (d) it has contributed to the preparation and drafting of this Agreement and that any future interpretation or construction of this Agreement is to be made without deference or bias to either party, and (e) the undersigned representative has been duly authorized to enter into this Agreement, and has obtained all consents, approvals, permissions, licenses, authorizations, corporate actions, powers and other requirements and/or pre-requisites necessary to enter into and execute this Agreement on behalf of GM and Delphi, respectively.

**18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each ..... counterpart shall be deemed to be an original. For purposes of executing this Agreement, a document signed and transmitted by facsimile or email shall be treated as an original document. The signature of any party on any document transmitted by facsimile or email shall be considered an original signature, and the document transmitted shall be

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considered to have the same binding legal effect as a document containing an original signature.

## 19. NOTICE

Any notice or other communication under this Agreement shall be in writing and shall be sent by facsimile or overnight mail, addressed to the respective parties as follows:

Michael J. French Global Purchasing - Supplier Quality and Development General Motors Corporation GM Tech Center 3B10-06 Cadillac Headquarters 3009 Van Dyke Warren, MI 48090 Telephone 586 / 575-4347 Facsimile Email: <a href="mailto:michael.j.french@gm.com">michael.j.french@gm.com</a>	Lee A. Schutzman and Lawrence S. Buonomo Attorneys GM Legal Staff MC 482-026-601 PO Box 400 Detroit, MI 48265 Telephone 313/ 665-7338; 313/ 665-7390 Facsimile 248/ 267-4371 248/ 267-4291 Email: <a href="mailto:lee.a.schutzman@gm.com">lee.a.schutzman@gm.com</a> <a href="mailto:lawrence.s.buonomo@gm.com">lawrence.s.buonomo@gm.com</a>
Keith Stipp Finance Director - AHG Delphi Automotive Systems, LLC 5725 Delphi Drive Troy, MI 48098 Telephone 248/ 813-6031 Facsimile 248/ 813-2410 Email: <a href="mailto:keith.stipp@delphi.com">keith.stipp@delphi.com</a>	Joseph E. Papelian Deputy General Counsel – Litigation Delphi Legal Staff 5725 Delphi Drive Troy, MI 48098 Telephone 248/ 813-2535 Facsimile 248/ 813-3251 Email: <a href="mailto:joseph.e.papelian@delphi.com">joseph.e.papelian@delphi.com</a>

In the event a party to this agreement desires that notice be provided to a representative other than the above listed representatives, it shall advise the other party in writing, by email or by facsimile of the identity of such substitute representative and provide the contact information.

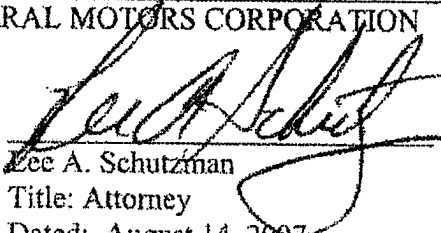
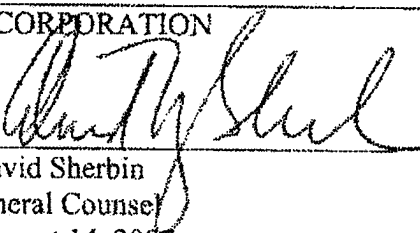
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**20. WAIVER**

Failure by any party to enforce any of the remedies provided to it in this Agreement shall not be deemed a waiver of such rights.

**21. TITLES**

Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

<b>GENERAL MOTORS CORPORATION</b>	<b>DELPHI CORPORATION</b>
By: 	By: 
Lee A. Schutzman	David Sherbin
Title: Attorney	Title: General Counsel
Dated: August 14, 2007	Dated: August 14, 2007